

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #1 to PS-5190-05/DRR - Program Management Services for the Environmental Services Department Capital Improvement Program

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Amendment #1 to PS-5190-05/DRR with CH2M Hill, of Orlando, Florida, to add Exhibit "E".

County-wide

Ray Hooper

BACKGROUND:

PS-5190-05/DRR provides for Program Management Services to assist with the delivery of the Environmental Services Department Capital Improvement Program. On February 28, 2006, the Board awarded this Master Services Agreement (MSA) to CH2M Hill, of Orlando, Florida. The initial five (5) year term expires on March 6, 2011, with one renewal period not to exceed five (5) years.

Based on recent audit findings, staff has determined that the procedures for the issuance of Work Orders under this MSA required revision. This revision will include detailed estimates to serve as the basis for Work Order compensation amounts, and the identification of project-specific personnel and their associated raw labor rates. These procedures will establish individual billing rates for each Work Order, rather than a wide range of billing rates for various labor categories.

Amendment #1 will incorporate this revision, and all future Work Orders issued under this MSA will be negotiated according to the procedures contained under Exhibit "E" - Work Order Process. In addition, staff will issue a Work Order under this newly amended MSA that will provide Construction Management Services for CC-4626-09/DRR - Greenwood Reclaim Plant Rerate Improvements, a project that is also being presented to the Board during this same BCC meeting.

Authorization for the performance of services by the Consultant under this MSA shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Amendment #1 to PS-5190-05/DRR with CH2M Hill, of Orlando, Florida to add Exhibit "E".

ATTACHMENTS:

1. PS-5190-05_DRR - Amendment #1 (CH2M Hill)

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
PROGRAM MANAGEMENT FOR CAPITAL IMPROVEMENT PROGRAM (PS-5190-05/DRR)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 7th day of March, 2006, between CH2M HILL, whose address is 225 East Robinson Street, Suite 505, Orlando, Florida 32801, hereinafter referred to as "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above-referenced Agreement on March 7, 2006, for program management services for the COUNTY's Capital Improvement Program; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish

the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. All Work Orders will be negotiated according to the process included in Exhibit E, prior to execution.

2. The Agreement is amended by the addition of Exhibit E, attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the  parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CH2M HILL

MARGARET B. MCLEAN, Secretary
(CORPORATE SEAL)

By: BRENDA VAN RAVENSWAY, Vice-President

Date: _____

[Balance of this page left intentionally blank;
Attestations continued on page 3 of 3]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/lpk

11/23/09

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Attachment:

Exhibit E - Work Order Requirements



EXHIBIT E

PS-5190-05/DRR

WORK ORDER REQUIREMENTS

Each work order (WO) developed must include the following minimum requirements:

- Scope of Services:
 - o Purpose: Brief introductory explanation of WO intent.
 - o Tasks: Description of work to be performed, including deliverables, organized by distinct major tasks.
 - o Schedule: Description of performance period.
- Cost Summary: Detailed estimate to serve as basis for WO compensation amount(s).
 - o Labor Costs: Estimated number of hours and rates for each applicable labor category broken down by each task described in the Scope of Services.
 - o Expenses: Estimated quantities and costs of the various types of expenses to be included in the WO compensation.
- Personnel List (Time Basis WOs): Identification of all personnel CH2M HILL intends to use in the performance of the WO organized by applicable labor categories shown in the Cost Summary.
 - o For each person listed, include the current raw labor rate, appropriate raw labor multiplier (RLM) and resulting billing rate for each person.
 - o Changes to identified raw labor rate, RLM and billing rate will be identified in writing to the County Project Manager.
 - o The addition of personnel to the personnel list will be approved in writing by the County Project Manager.